



# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Kathleen Clarke  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

September 18, 2001

Kenneth Warnick, Vice President  
IMC Kalium Ogden Corp.  
765 North 10500 West  
Ogden, Utah 84404

Re: Acceptance of Replacement Surety, and Request for Information Regarding Five-Year Review, IMC Kalium Ogden Corp., Little Mountain Plant, M/057/002, Weber County, Utah

Dear Mr. Warnick:

Thank you for submitting the replacement Reclamation Contract, which was received September 13, 2001. The Reclamation Contract will accompany the new Letter of Credit (LOC) issued by Chase Manhattan Bank, for reclamation surety of the Little Mountain Plant, which was received September 6, 2001. We have enclosed copies of the fully signed and executed Reclamation Contract and the replacement LOC for your files. We are also returning the existing Reclamation Contract dated, May 20, 1998; for your disposal. At IMC's request, we returned the original NationsBank (Bank of America) LOC to Bank of America's, Los Angeles, California address with authorization to cancel that LOC.

As you discussed with Joelle Burns of my staff, the reclamation surety is due for the standard five-year review in the spring of 2002. You advised Ms. Burns that IMC Kalium Ogden Corp. is in the process of being sold at this time, and the transaction should be finalized in the very near future. You are aware that the new company will have to file a permit transfer document and replace the reclamation surety when they take over. You were advised that because the standard five-year review is so close to becoming due, it would be prudent to have the new company post the updated surety amount at the time of the permit transfer.

To assist us in this upcoming review, we request you provide us with an updated map(s) of your site showing current surface facilities and all associated disturbances. Please provide the updated map at a scale of not less than 1 inch = 500 feet, which includes: buildings, stationary mining/processing equipment, roads, utilities, power lines, drainage structures (i.e. berms, culverts, ditches, canals, etc.), topsoil, ore and product storage areas, overburden/waste dumps, tailings or processed waste facilities, solid and liquid wastes, evaporation ponds, and wastewater discharge treatment and containment facilities, etc. This map should include all areas which



Page 2  
Kenneth Warnick  
M/057/002  
September 18, 2001

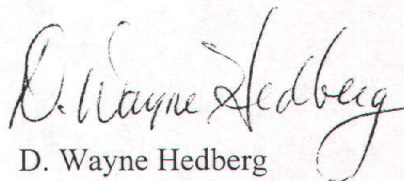
have been affected by this operation to date. Please ignore items listed above which do not apply to your site.

If any reclamation has been completed on the site since the last surety estimate review, please provide a separate map of the same scale as the mine facilities map, clearly identifying these reclaimed areas, the acreage affected, and the date of the reclamation. Please cross-hatch or shade the areas to identify the reclamation treatments (i.e. ripping, regrading, mulching, seeding, etc.) which have been applied.

Please provide this information within the next 60 days or no later than November 14, 2001. If you are unable to provide this information in this time frame, please contact the Division with justification for requesting additional time. If you have any questions concerning the reclamation surety review, please contact Doug Jensen at (801) 538-5382.

Thank you for providing the replacement Reclamation Contract and thanks in advance for your help in providing information to assist us in completing the upcoming surety estimate review. If you have other questions or concerns regarding this letter, please contact me at (801) 538-5286.

Sincerely,



D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb  
Enclosure: (1) copy of RC & Chase Manhattan LOC  
(2) Original RC dated 5/20/98  
cc: Edie Trimmer, Forestry, Fire & State Lands, w/Encl #1  
Doug Jensen, DOGM  
Lynn Kunzler, DOGM  
M57-02-bndrvw.doc



FORM MR-RC  
Revised April 4, 2001  
RECLAMATION CONTRACT

File Number M/057/002

Effective Date Sept 17, 2001

Other Agency File Number FFSL

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

RECEIVED

SEP 13 2001

DIVISION OF  
OIL, GAS AND MINING

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	<u>M/057/002</u> <u>Evaporites (Potash, Sodium Chloride,</u> <u>Magnesium Chloride)</u>
"MINE LOCATION": (Name of Mine) (Description)	<u>Little Mountain Plant</u> <u>19,500 acres solar ponds + 17,000 acres</u> <u>new ponds, processing plants, gravel pits</u> <u>for dike construction and maintenance.</u>
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	<u>140</u> <u>(refer to Attachment "A")</u>
"OPERATOR": (Company or Name) (Address)	<u>IMC Kalium Ogden Corp.</u> <u>765 N 10500 W</u> <u>Ogden, UT 84404</u>
(Phone)	<u>(801) 732-3205</u>



"OPERATOR'S REGISTERED AGENT":

(Name)

CT Corporation

(Address)

50 W Broadway 8th Floor  
Salt Lake City, UT 84101

(Phone)

(801) 364-5101

"OPERATOR'S OFFICER(S)":

Kenneth L. Warnick - Vice President  
Eric Beaumont - General Manager

"SURETY":

(Form of Surety - Attachment B)

Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Chase Manhattan Bank

"SURETY AMOUNT":

(Escalated Dollars)

\$298,900

"ESCALATION YEAR":

2002

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between IMC Kalium Ogden Corp. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/057/002 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated June 29, 1977, and the original Reclamation Plan dated June 13, 1977. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's



request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.



OPERATOR:

IMC Kalium Ogden Corp.  
Operator Name

By KENNETH L. WARNICK  
Authorized Officer (Typed or Printed)

Vice President  
Authorized Officer - Position

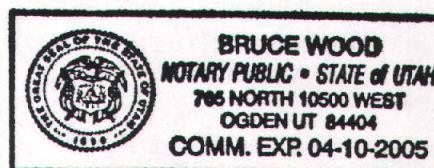
[Signature]  
Officer's Signature

9/11/01  
Date

STATE OF UT )  
COUNTY OF Weber ) ss:

On the 11 day of September, 2001, KENNETH L. WARNICK personally appeared before me, who being by me duly sworn did say that he/she is the Vice President of IMC Kalium Ogden Corp and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said KENNETH L. WARNICK duly acknowledged to me that said company executed the same.

Bruce Wood  
Notary Public  
Residing at Ogden  
4-10-05  
My Commission Expires:





DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton  
Lowell P. Braxton, Director

9/17/01  
Date

STATE OF UTAH )  
 ) ss:  
COUNTY OF SALT LAKE )

On the 17th day of September, 2001, Lowell P. Braxton  
personally appeared before me, who being duly sworn did say that he/~~she~~, the said Lowell P. Braxton  
is the Director of the Division of Oil, Gas and  
Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowl-  
edged to me that he/~~she~~ executed the foregoing document by authority of law on behalf  
of the State of Utah.



Diane Holland  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires: 5/1/2002



## ATTACHMENT "A"

IMC Kalium Ogden Corp.  
Operator

Little Mountain Plant  
Mine Name

M/057/002  
Permit Number

Weber County, Utah

### LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

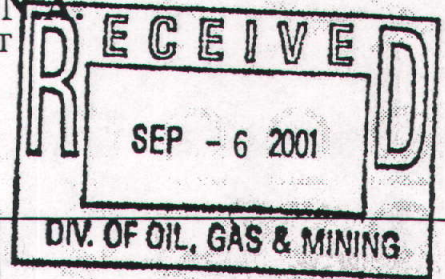
**The detailed legal description of lands to be disturbed is:**

"Exhibit A-1" (DWG. No. 800-11-05-020 - received Aug. 1, 1997)  
"Exhibit A-2" (DWG. No. 800-110-05-019 - received Aug. 1, 1997) and  
"Exhibit A-3" (DWG. No. 101-01-05-006 - received Sept. 16, 1991) was replaced  
by (DWG. No. 101-01-05-036 and DWG. No. 101-11-05-039 - received  
Aug. 1, 1997) and attached herewith.





CHASE MANHATTAN BANK USA, N.A.  
CREDIT ADMIN. & TRADE FINANCE DEPARTMENT  
500 STANTON CHRISTIANA RD., 20PS/3<sup>RD</sup> FL.  
NEWARK, DELAWARE 19713-2107



DATE: SEPTEMBER 5, 2001

IRREVOCABLE STANDBY LETTER OF CREDIT	OUR NO.	DIV. OF OIL, GAS & MINING
ADVISING BANK	APPLICANT	
BENEFICIARY	IMC KALIUM ODGEN CORP. C/O IMC GLOBAL INC. 100 SOUTH SAUNDERS ROAD, SUITE 300 LAKE FOREST, IL 60045	
	AMOUNT	US \$298,900.00*****
UTAH DIVISION OF OIL, GAS AND MINING 1594 WEST NORTH TEMPLE SALT LAKE CITY, UT 84180-1203	EXPIRY	APRIL 8, 2002*****

GENTLEMEN:

CHASE MANHATTAN BANK USA, N.A. ("BANK"), HEREBY ESTABLISHES THIS IRREVOCABLE LETTER OF CREDIT (THE "LETTER OF CREDIT") IN FAVOR OF THE UTAH DIVISION OF OIL, GAS AND MINING ("DIVISION") FOR THE AGGREGATE AMOUNT NOT TO EXCEED US \$298,900.00 IN UNITED STATES DOLLARS ("FACE AMOUNT") EFFECTIVE IMMEDIATELY.

THIS LETTER OF CREDIT WILL EXPIRE UPON THE FIRST EVENT SET FORTH AS FOLLOWS: (A) 5:00 O'CLOCK P.M. (NEWARK, DELAWARE TIME) ON APRIL 8, 2002 OR (B) THE DATE UPON WHICH SUFFICIENT DOCUMENTS ARE EXECUTED BY THE DIVISION TO RELEASE IMC KALIUM ODGEN CORP. ("OPERATOR") FROM FURTHER LIABILITY FOR RECLAMATION OF M-057002 WITH NOTICE TO THE BANK BY THE DIVISION ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT WITH DIRECTIONS FOR CANCELLATION.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE YEAR FROM THE PRESENT OF ANY FUTURE EXPIRATION DATE UNLESS AT LEAST 90 DAYS PRIOR TO SUCH DATE, WE SHALL NOTIFY YOU IN WRITING AT THE ABOVE ADDRESS BY REGISTERED MAIL OR COURIER SERVICE THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AGAINST THE DIVISION'S SIGHT DRAFT, IN THE FORM OF EXHIBIT A, SPECIFYING LETTER OF CREDIT NO. DELIVERED TO OUR OFFICE LOCATED AT JPMORGAN CHASE, ATTN: CHASE MANHATTAN BANK USA, N.A., CREDIT ADMIN. & TRADE FINANCE DEPARTMENT, 500 STANTON CHRISTIANA RD., 20PS/3<sup>RD</sup> FL., NEWARK, DELAWARE 19713-2107. AT THE DIVISION'S ELECTION, THE DIVISION MAY PRESENT SIGHT DRAFTS FOR LESS THAN THE FACE AMOUNT SO LONG AS THE AGGREGATE AMOUNT OF ALL SIGHT DRAFTS DOES NOT EXCEED THE FACE AMOUNT. EACH DRAFT MUST BE ACCOMPANIED BY A CERTIFICATE IN THE FORM OF EXHIBIT B, SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DIVISION.

IF THE BANK RECEIVES THE DIVISION'S SIGHT DRAFT(S) AND CERTIFICATE(S) AS PROVIDED IN PARAGRAPH NO. 4 ABOVE ON OR BEFORE THE EXPIRATION OR TERMINATION OF THIS LETTER OF CREDIT, THE BANK WILL MAKE SUCH AMOUNT AS THE DIVISION MAY SPECIFY, WITHIN THE LIMITS OF THE SECOND SENTENCE OF PARAGRAPH NO. 4 OF THIS LETTER OF CREDIT, AVAILABLE TO THE DIVISION NO LATER THAN THE CLOSE OF BUSINESS, NEWARK TIME, ON THE SECOND BUSINESS DAY FOLLOWING THE BANK'S RECEIPT OF THE SIGHT DRAFT AND CERTIFICATE AND IN SUCH MANNER AS THE DIVISION MAY SPECIFY.





PAGE TWO OF IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED SEPTEMBER 5, 2001

THE BANK WILL GIVE PROMPT NOTICE TO THE OPERATOR AND TO THE DIVISION DIRECTOR OF ANY NOTICE RECEIVED OR ACTION FILED ALLEGING THE INSOLVENCY OR BANKRUPTCY OF THE BANK, OR ALLEGING ANY VIOLATIONS OF REGULATORY REQUIREMENTS WHICH COULD RESULT IN SUSPENSION OR REVOCATION OF THE BANK'S CHARTER OR LICENSE TO DO BUSINESS.

THE LETTER OF CREDIT WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH AND SHALL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, AS THE SAME MAY BE AMENDED AND IN EFFECT FROM TIME TO TIME ("UCP"). IN THE EVENT OF A CONFLICT BETWEEN UTAH AND THE UCP, UTAH LAW SHALL GOVERN.

SHOULD YOU HAVE ANY OCCASION TO COMMUNICATE WITH US REGARDING THIS CREDIT, KINDLY DIRECT YOUR COMMUNICATIONS TO THE ATTENTION OF OUR LETTER OF CREDIT DEPARTMENT, (302) 634-3198, MAKING SPECIFIC REFERENCE TO OUR LETTER OF CREDIT NO.

VERY TRULY YOURS,

Michael P. Hurd  
AUTHORIZED SIGNATURE





EXHIBIT "A"  
TO IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

SIGHT DRAFT

DATE \_\_\_\_\_

CITY, COUNTY \_\_\_\_\_

PAY TO THE ORDER OF:  
(BENEFICIARY) \_\_\_\_\_

(AMOUNT IN WORDS) \_\_\_\_\_ DOLLARS

TO: CHASE MANHATTAN BANK USA, N.A.  
500 STANTON CHRISTIANA RD., 20PS/3<sup>RD</sup> FL.  
NEWARK, DELAWARE 19713-2107

UTAH DIVISION OF OIL, GAS AND MINING  
1594 WEST NORTH TEMPLE, SUITE 1210  
SALT LAKE CITY, UTAH 84114-5801

BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE





(BENEFICIARY LETTERHEAD)

EXHIBIT "B"  
TO  
IRREVOCABLE STANDBY LETTER OF CREDIT NO. ( )

"I, \_\_\_\_\_ A DULY AUTHORIZED REPRESENTATIVE OF THE UTAH DIVISION OF OIL, GAS AND MINING, HEREBY CERTIFY THAT (1) THE DRAWING IN THE AMOUNT OF USD \_\_\_\_\_, BY SIGHT DRAFT ACCOMPANYING THIS CERTIFICATE, UNDER LETTER OF CREDIT NO. \_\_\_\_\_ DATED 5 SEPTEMBER 2001 ISSUED BY CHASE MANHATTAN BANK USA, N.A. IS PERMITTED UNDER THE PROVISION OF THE LETTER OF CREDIT, (2) THE LETTER OF CREDIT HAS NEITHER EXPIRED NOR TERMINATED PURSUANT TO ITS TERMS, (3) THE AMOUNT OF THE SIGHT DRAFT, TOGETHER WITH ANY AMOUNTS PREVIOUSLY DRAWN UNDER THE LETTER OF CREDIT, DOES NOT EXCEED THE FACE AMOUNT, AND (4) THE UTAH BOARD OF OIL, GAS AND MINING, AFTER NOTICE AND HEARING, HAS ENTERED AN ORDER WHICH HAS NOT BEEN STAYED, ORDERING FORFEITURE OF THE RECLAMATION BOND, WHICH IN THIS INSTANCE ALLOWS THE DIRECTOR OF OIL, GAS AND MINING TO DRAW DOWN ON CHASE MANHATTAN BANK USA, N.A. LETTER OF CREDIT NO. 72223, IN ACCORDANCE WITH APPLICABLE LAW. PROCEEDS OF THIS DRAWING WILL BE UTILIZED IN FULL TO PAY THE EXPENSES RELATING TO THE RECLAMATION LIABILITY, TOGETHER WITH THE COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES, FOR THE \_\_\_\_ (MINE), \_\_\_\_ (MINE PERMIT NO.)."

THE UTAH DIVISION OF OIL, GAS AND MINING

BY: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

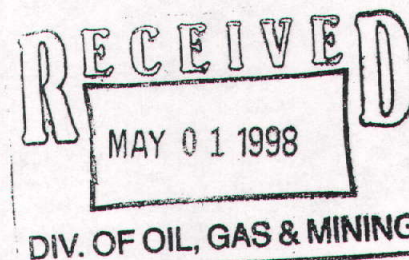
DATE: \_\_\_\_\_



File Number M/057/002

Effective Date May 20, 1998

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940



RECLAMATION CONTRACT  
---ooOoo---

*Reclamation  
Contract replaced  
9/13/2001.  
Returned this original  
to FMC Kadium 9/19/01*

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	<u>M/057/002</u> <u>Evaoprites (Potash, Sodium Chloride, Magnesium Chloride)</u>
"MINE LOCATION": (Name of Mine) (Description)	<u>Little Mountain Plant</u> <u>19,500 acres solar ponds + 17,000 acres</u> <u>new ponds, processing plants, gravel pits</u> <u>for diks construction and maintenance.</u>
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	<u>140</u> <u>(refer to Attachment "A")</u>
"OPERATOR": (Company or Name) (Address)	<u>Great Salt Lake Minerals Corp</u> <u>765 N 10500 W</u> <u>Ogden, Utah 84404</u>
(Phone)	<u>(801) 732-3205</u>



"OPERATOR'S REGISTERED AGENT":

(Name)

Max J. Reynolds

(Address)

Vice President - Operations

765 N 10500 W

(Phone)

Ogden, Utah 84404

(801) 732-3206

"OPERATOR'S OFFICER(S)":

Kenneth L. Warnick Vice President-Administrative

Max J. Reynolds, VP Operations

"SURETY":

(Form of Surety - Attachment B) Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

NationsBank

"SURETY AMOUNT":

(Escalated Dollars)

\$298,900

"ESCALATION YEAR":

2002

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Great Salt Lake Minerals the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/057/002 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated June 29, 1977, and the original Reclamation Plan dated June 13, 1977. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
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6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face